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12 **UNITED STATES DISTRICT COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 GABRIELA KOUTANTOS and  
15 BARBARA KAPPOS,

16 Plaintiff,

17 v.

18 COUNTY OF LOS ANGELES; and  
19 DOES 1- 10.

20 Defendants.

Case No.: 2:23-cv-08592-HDV (RAOx)

[Assigned to the Honorable Hernán D.  
Vera - Department 5B]

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27 **STIPULATED PROTECTIVE ORDER<sup>1</sup>**

Complaint Filed: October 12, 2023

Discovery Cut-Off: Not Set

Motion Cut-Off: Not Set

Trial: Not Set

28 <sup>1</sup> This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Rozella A. Oliver's Procedures.

1     1.     A.     PURPOSES AND LIMITATIONS

2             Discovery in this action is likely to involve production of confidential,  
3     proprietary or private information for which special protection from public disclosure  
4     and from use for any purpose other than prosecuting this litigation may be warranted.  
5     Accordingly, the parties hereby stipulate to and petition the Court to enter the following  
6     Stipulated Protective Order. The parties acknowledge that this Order does not confer  
7     blanket protections on all disclosures or responses to discovery and that the protection it  
8     affords from public disclosure and use extends only to the limited information or items  
9     that are entitled to confidential treatment under the applicable legal principles.

10     B.     GOOD CAUSE STATEMENT

11             1.     This action involves the County of Los Angeles and members of the Los  
12     Angeles County Sheriff's Department. Plaintiffs intend to seek materials and  
13     information that Defendant contends are confidential, such as personnel files of the  
14     deputies involved in the incident. Defendant contends that this action is likely to  
15     involve confidential, proprietary, official, and/or private law enforcement and police  
16     personnel information for which special protection from public disclosure and from use  
17     for any purpose other than prosecution of this action is warranted. Defendant contends  
18     that such confidential and proprietary materials and information consist of, among other  
19     things, confidential proprietary information/or private personnel police information,  
20     regarding confidential contained in police personnel files, official law enforcement  
21     investigative information, information otherwise generally unavailable to the public, or  
22     which may be privileged or otherwise protected from disclosure under state or federal  
23     statutes, court rules, case decisions, or common law.

24             Defendant may seek information such as Plaintiffs' medical records that  
25     Plaintiffs believe are highly sensitive, confidential, and are legally protected from  
26     disclosure. *See Wooden v. Comprehensive Health Mgmt.*, No. 20-00053 LEK-WRP,  
27     2021 U.S. Dist. LEXIS 101889, at \*3 (D. Haw. May 28, 2021) (“[M]edical records are  
28     confidential, as recognized under the Health Insurance Portability and Accountability

1 Act of 1996.”); *Pratt v. Gamboa*, No. 17-CV-04375-LHK, 2020 U.S. Dist. LEXIS  
2 90913, at \*5 (N.D. Cal. May 22, 2020) (same). Plaintiffs contend that the undue  
3 disclosure of such information creates a specific risk of embarrassment, emotional  
4 harm, reputational harm, and professional harm.

5 Accordingly, to expedite the flow of information, to facilitate the prompt  
6 resolution of disputes over confidentiality of discovery materials, to adequately protect  
7 information the parties are entitled to keep confidential, to ensure that the parties are  
8 permitted reasonable necessary uses of such material in preparation for and in the  
9 conduct of trial, to address their handling at the end of the litigation, and serve the ends  
10 of justice, a protective order for such information is justified in this matter. It is the  
11 intent of the parties that information will not be designated as confidential for tactical  
12 reasons and that nothing be so designated without a good faith belief that it has been  
13 maintained in a confidential, non-public manner, and there is good cause why it should  
14 not be part of the public record of this case.

15 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

16 The parties further acknowledge, as set forth in Section 12.3, below, that this  
17 Stipulated Protective Order does not entitle them to file confidential information under  
18 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the  
19 standards that will be applied when a party seeks permission from the court to file  
20 material under seal.

21 There is a strong presumption that the public has a right of access to judicial  
22 proceedings and records in civil cases. In connection with non-dispositive motions,  
23 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
24 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006); *Phillips v. Gen. Motors*  
25 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002); *Makar-Welbon v. Sony Electronics, Inc.*,  
26 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good  
27 cause showing), and a specific showing of good cause or compelling reasons with  
28 proper evidentiary support and legal justification, must be made with respect to

1 Protected Material that a party seeks to file under seal. The parties' mere designation of  
2 Disclosure or Discovery Material as CONFIDENTIAL does not—without the  
3 submission of competent evidence by declaration, establishing that the material sought  
4 to be filed under seal qualifies as confidential, privileged, or otherwise protectable—  
5 constitute good cause.

6 Further, if a party requests sealing related to a dispositive motion or trial, then  
7 compelling reasons, not only good cause, for the sealing must be shown, and the relief  
8 sought shall be narrowly tailored to serve the specific interest to be protected. *See*  
9 *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item  
10 or type of information, document, or thing sought to be filed or introduced under seal in  
11 connection with a dispositive motion or trial, the party seeking protection must  
12 articulate compelling reasons, supported by specific facts and legal justification, for the  
13 requested sealing order. Again, competent evidence supporting the application to file  
14 documents under seal must be provided by declaration.

15 Any document that is not confidential, privileged, or otherwise protectable in its  
16 entirety will not be filed under seal if the confidential portions can be redacted. If  
17 documents can be redacted, then a redacted version for public viewing, omitting only  
18 the confidential, privileged, or otherwise protectable portions of the document shall be  
19 filed. Any application that seeks to file documents under seal in their entirety should  
20 include an explanation of why redaction is not feasible.

## 21 22 2. DEFINITIONS

23 2.1 Action: *Koutantos v. County of Los Angeles*, 2:23-cv-08592-HDV (RAOx)

24 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
25 information or items under this Order.

26 2.3 "CONFIDENTIAL" Information or Items: information (regardless of how  
27 it is generated, stored or maintained) or tangible things that qualify for protection under  
28 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause

1 Statement.

2 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
3 support staff).

4 2.5 Designating Party: a Party or Non-Party that designates information or  
5 items that it produces in disclosures or in responses to discovery as  
6 “CONFIDENTIAL.”

7 2.6 Disclosure or Discovery Material: all items or information, regardless of  
8 the medium or manner in which it is generated, stored, or maintained (including, among  
9 other things, testimony, transcripts, and tangible things) that are produced or generated  
10 in disclosures or responses to discovery in this matter.

11 2.7 Expert: a person with specialized knowledge or experience in a matter  
12 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
13 expert witness or as a consultant in this Action.

14 2.8 House Counsel: attorneys who are employees of a party to this Action.  
15 House Counsel does not include Outside Counsel of Record or any other outside  
16 counsel.

17 2.9 Non-Party: any natural person, partnership, corporation, association or  
18 other legal entity not named as a Party to this action.

19 2.10 Outside Counsel of Record: attorneys who are not employees of a party to  
20 this Action but are retained to represent or advise a party to this Action and have  
21 appeared in this Action on behalf of that party or are affiliated with a law firm that has  
22 appeared on behalf of that party, and includes support staff.

23 2.11 Party: any party to this Action, including all of its officers, directors,  
24 employees, consultants, retained experts, and Outside Counsel of Record (and their  
25 support staffs).

26 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
27 Discovery Material in this Action.

28 2.13 Professional Vendors: persons or entities that provide litigation support

1 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
2 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
3 their employees and subcontractors.

4 2.14 Protected Material: any Disclosure or Discovery Material that is  
5 designated as “CONFIDENTIAL.”

6 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
7 from a Producing Party.

### 8 9 3. SCOPE

10 The protections conferred by this Stipulation and Order cover not only Protected  
11 Material (as defined above), but also (1) any information copied or extracted from  
12 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
13 Material; and (3) any testimony, conversations, or presentations by Parties or their  
14 Counsel that might reveal Protected Material.

15 Any use of Protected Material at trial shall be governed by the orders of the trial  
16 judge. This Order does not govern the use of Protected Material at trial.

### 17 18 4. DURATION

19 Once a case proceeds to trial, information that was designated as  
20 CONFIDENTIAL or maintained pursuant to this protective order used or introduced as  
21 an exhibit at trial becomes public and will be presumptively available to all members of  
22 the public, including the press, unless compelling reasons supported by specific factual  
23 findings to proceed otherwise are made to the trial judge in advance of the trial. *See*  
24 *Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing  
25 documents produced in discovery from “compelling reasons” standard when merits-  
26 related documents are part of court record). Accordingly, the terms of this protective  
27 order do not extend beyond the commencement of the trial.  
28

1     5.     DESIGNATING PROTECTED MATERIAL

2             5.1     Exercise of Restraint and Care in Designating Material for Protection.

3     Each Party or Non-Party that designates information or items for protection under this  
4     Order must take care to limit any such designation to specific material that qualifies  
5     under the appropriate standards. The Designating Party must designate for protection  
6     only those parts of material, documents, items or oral or written communications that  
7     qualify so that other portions of the material, documents, items or communications for  
8     which protection is not warranted are not swept unjustifiably within the ambit of this  
9     Order.

10            Mass, indiscriminate or routinized designations are prohibited. Designations that  
11     are shown to be clearly unjustified or that have been made for an improper purpose  
12     (e.g., to unnecessarily encumber the case development process or to impose  
13     unnecessary expenses and burdens on other parties) may expose the Designating Party  
14     to sanctions.

15            If it comes to a Designating Party's attention that information or items that it  
16     designated for protection do not qualify for protection, that Designating Party must  
17     promptly notify all other Parties that it is withdrawing the inapplicable designation.

18            5.2     Manner and Timing of Designations. Except as otherwise provided in this  
19     Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or  
20     ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
21     must be clearly so designated before the material is disclosed or produced.

22            Designation in conformity with this Order requires:

23            (a) for information in documentary form (*e.g.*, paper or electronic documents,  
24     but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
25     Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter  
26     "CONFIDENTIAL legend"), to each page that contains protected material. If only a  
27     portion of the material on a page qualifies for protection, the Producing Party also must  
28     clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the



1 margins).

2 A Party or Non-Party that makes original documents available for inspection  
3 need not designate them for protection until after the inspecting Party has indicated  
4 which documents it would like copied and produced. During the inspection and before  
5 the designation, all of the material made available for inspection shall be deemed  
6 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
7 copied and produced, the Producing Party must determine which documents, or portions  
8 thereof, qualify for protection under this Order. Then, before producing the specified  
9 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page  
10 that contains Protected Material. If only a portion of the material on a page qualifies for  
11 protection, the Producing Party also must clearly identify the protected portion(s) (*e.g.*,  
12 by making appropriate markings in the margins).

13 (b) for testimony given in depositions that the Designating Party identifies the  
14 Disclosure or Discovery Material on the record, before the close of the deposition all  
15 protected testimony.

16 (c) for information produced in some form other than documentary and for  
17 any other tangible items, that the Producing Party affix in a prominent place on the  
18 exterior of the container or containers in which the information is stored the legend  
19 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
20 protection, the Producing Party, to the extent practicable, shall identify the protected  
21 portion(s).

22 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
23 failure to designate qualified information or items does not, standing alone, waive the  
24 Designating Party’s right to secure protection under this Order for such material. Upon  
25 timely correction of a designation, the Receiving Party must make reasonable efforts to  
26 assure that the material is treated in accordance with the provisions of this Order.



1     6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

2             6.1     Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court's Scheduling  
4 Order.

5             6.2     Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process under Local Rule 37.1 et seq.

7             6.3     The burden of persuasion in any such challenge proceeding shall be on the  
8 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
9 to harass or impose unnecessary expenses and burdens on other parties) may expose the  
10 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
11 the confidentiality designation, all parties shall continue to afford the material in  
12 question the level of protection to which it is entitled under the Producing Party's  
13 designation until the Court rules on the challenge.

14  
15     7.     ACCESS TO AND USE OF PROTECTED MATERIAL

16             7.1     Basic Principles. A Receiving Party may use Protected Material that is  
17 disclosed or produced by another Party or by a Non-Party in connection with this  
18 Action only for prosecuting, defending or attempting to settle this Action. Such  
19 Protected Material may be disclosed only to the categories of persons and under the  
20 conditions described in this Order. When the Action has been terminated, a Receiving  
21 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

22             Protected Material must be stored and maintained by a Receiving Party at a  
23 location and in a secure manner that ensures that access is limited to the persons  
24 authorized under this Order.

25             7.2     Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
26 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
27 may disclose any information or item designated "CONFIDENTIAL" only to:

28             (a) the Receiving Party's Outside Counsel of Record in this Action, as well as

1 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
2 disclose the information for this Action;

3 (b) the officers, directors, and employees (including House Counsel) of the  
4 Receiving Party to whom disclosure is reasonably necessary for this Action;

5 (c) Experts (as defined in this Order) of the Receiving Party to whom  
6 disclosure is reasonably necessary for this Action and who have signed the  
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 (d) the court and its personnel;

9 (e) court reporters and their staff;

10 (f) professional jury or trial consultants, mock jurors, and Professional  
11 Vendors to whom disclosure is reasonably necessary for this Action and who have  
12 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (g) the author or recipient of a document containing the information or a  
14 custodian or other person who otherwise possessed or knew the information;

15 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
16 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
17 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will  
18 not be permitted to keep any confidential information unless they sign the  
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
20 by the Designating Party or ordered by the court. Pages of transcribed deposition  
21 testimony or exhibits to depositions that reveal Protected Material may be separately  
22 bound by the court reporter and may not be disclosed to anyone except as permitted  
23 under this Stipulated Protective Order; and

24 (i) any mediator or settlement officer, and their supporting personnel,  
25 mutually agreed upon by any of the parties engaged in settlement discussions.

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1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
2 IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation that  
4 compels disclosure of any information or items designated in this Action as  
5 “CONFIDENTIAL,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification shall  
7 include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to  
9 issue in the other litigation that some or all of the material covered by the subpoena or  
10 order is subject to this Protective Order. Such notification shall include a copy of this  
11 Stipulated Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be pursued  
13 by the Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with the  
15 subpoena or court order shall not produce any information designated in this action as  
16 “CONFIDENTIAL” before a determination by the court from which the subpoena or  
17 order issued, unless the Party has obtained the Designating Party’s permission. The  
18 Designating Party shall bear the burden and expense of seeking protection in that court  
19 of its confidential material and nothing in these provisions should be construed as  
20 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
21 directive from another court.

22  
23 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
24 IN THIS LITIGATION

25 (a) The terms of this Order are applicable to information produced by a Non-  
26 Party in this Action and designated as “CONFIDENTIAL.” Such information produced  
27 by Non-Parties in connection with this litigation is protected by the remedies and relief  
28 provided by this Order. Nothing in these provisions should be construed as prohibiting

1 a Non-Party from seeking additional protections.

2 (b) In the event that a Party is required, by a valid discovery request, to  
3 produce a Non-Party's confidential information in its possession, and the Party is  
4 subject to an agreement with the Non-Party not to produce the Non-Party's confidential  
5 information, then the Party shall:

6 (1) promptly notify in writing the Requesting Party and the Non-Party that  
7 some or all of the information requested is subject to a confidentiality agreement with a  
8 Non-Party;

9 (2) promptly provide the Non-Party with a copy of the Stipulated  
10 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
11 specific description of the information requested; and

12 (3) make the information requested available for inspection by the Non-  
13 Party, if requested.

14 (c) If the Non-Party fails to seek a protective order from this court within 14  
15 days of receiving the notice and accompanying information, the Receiving Party may  
16 produce the Non-Party's confidential information responsive to the discovery request.  
17 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
18 any information in its possession or control that is subject to the confidentiality  
19 agreement with the Non-Party before a determination by the court. Absent a court order  
20 to the contrary, the Non-Party shall bear the burden and expense of seeking protection  
21 in this court of its Protected Material.

## 22 23 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
25 Protected Material to any person or in any circumstance not authorized under this  
26 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
27 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
28 all unauthorized copies of the Protected Material, (c) inform the person or persons to

1 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
2 request such person or persons to execute the “Acknowledgment and Agreement to Be  
3 Bound” that is attached hereto as Exhibit A.

4  
5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
6 PROTECTED MATERIAL

7 When a Producing Party gives notice to Receiving Parties that certain  
8 inadvertently produced material is subject to a claim of privilege or other protection, the  
9 obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
10 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
11 may be established in an e-discovery order that provides for production without prior  
12 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
13 parties reach an agreement on the effect of disclosure of a communication or  
14 information covered by the attorney-client privilege or work product protection, the  
15 parties may incorporate their agreement in the stipulated protective order submitted to  
16 the court.

17  
18 12. MISCELLANEOUS

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
20 person to seek its modification by the Court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
22 Protective Order, no Party waives any right it otherwise would have to object to  
23 disclosing or producing any information or item on any ground not addressed in this  
24 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
25 ground to use in evidence of any of the material covered by this Protective Order.

26 12.3 Filing Protected Material. A Party that seeks to file under seal any  
27 Protected Material must comply with Local Civil Rule 79-5. Protected Material may  
28 only be filed under seal pursuant to a court order authorizing the sealing of the specific

1 Protected Material at issue. If a Party's request to file Protected Material under seal is  
2 denied by the court, then the Receiving Party may file the information in the public  
3 record unless otherwise instructed by the court.

4  
5 13. FINAL DISPOSITION

6 After the final disposition of this Action, as defined in paragraph 4, within 60  
7 days of a written request by the Designating Party, each Receiving Party must return all  
8 Protected Material to the Producing Party or destroy such material. As used in this  
9 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
10 summaries, and any other format reproducing or capturing any of the Protected  
11 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
12 must submit a written certification to the Producing Party (and, if not the same person  
13 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
14 category, where appropriate) all the Protected Material that was returned or destroyed  
15 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
16 compilations, summaries or any other format reproducing or capturing any of the  
17 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
18 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
19 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
20 work product, and consultant and expert work product, even if such materials contain  
21 Protected Material. Any such archival copies that contain or constitute Protected  
22 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

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14. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: 2/28/2024

/s/ Brian Olney

Attorneys for Plaintiffs

DATED: 2/28/2024

/s/ Janet Keuper

Attorneys for Defendant

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 2/28/2024

Rozella A. Oliver

HON. ROZELLA A. OLIVER

United States Magistrate Judge



EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
 [print or type full address], declare under penalty of perjury that I have read in its  
 entirety and understand the Stipulated Protective Order that was issued by the United  
 States District Court for the Central District of California on [date] in the case of  
*Gabriela Koutantos, et al. v County of Los Angeles, et al.*; Case No.: 2:23-cv-08592-  
 HDV (RAOx). I agree to comply with and to be bound by all the terms of this  
 Stipulated Protective Order and I understand and acknowledge that failure to so comply  
 could expose me to sanctions and punishment in the nature of contempt. I solemnly  
 promise that I will not disclose in any manner any information or item that is subject to  
 this Stipulated Protective Order to any person or entity except in strict compliance with  
 the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
 Central District of California for enforcing the terms of this Stipulated Protective Order,  
 even if such enforcement proceedings occur after termination of this action. I hereby  
 appoint \_\_\_\_\_ [print or type full name] of  
 \_\_\_\_\_ [print or type full address and  
 telephone number] as my California agent for service of process in connection with this  
 action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_